	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
OLLOCATIO	ON .				
	Order Charge/order			\$ 300.50	
	Order Charge/Disconnect order			\$ 10.22	
	COBO - initial 50 sq ft			\$ 28,522.07	
	50%			\$ 14,261.04	
	25%			\$ 7,130.52	
	COBO - per add'l 50 sq ft			\$ 11,758.15	
	50%			\$ 5,879.08	
	25%			\$ 2,939.54	
	Node enclsoure - init 50 sqft			\$ 2,014.19	
	Node enclsoure - ea addl 50 sqft			\$ 678.11	
	CO floor space/50 sqft	\$ 300.71			
	- 				
Appl	licable to All Physical Collocation Offerings:				
	Cable Pulling Ca Vault to Node -1st ft			\$ 84.93	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.84	
	Power Delivery/Power lead			\$ 1,802.03	
	Space Reservation			\$ 801.93	
	Entrance Conduit/innerduct/ft	\$ 0.06			
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.57			
	Passive bay Term (bay&Panel)/DS3 term	\$ 7.29			
	200 Conductor Block (outside node)	\$ 64.25			
	Digital Timing Source/synch signal provided	\$ 12.81			
	DS1 repeater	\$ 5.95			
	DS3 repeater	\$ 34.51	_		
	Security Photo ID card/card			\$ 10.09	
	Riser space/ft	\$ 1.15			
	<u> </u>				

Nothing herein shall be interpreted to affect either Party's right to pursue any remedy available to it before any regulatory or legislative body or court of competent jurisdiction relating to the rates being incorporated into th Agreement by this Amendment. Specifically, by executing this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments, including its right to seek legal review or a st pending appeal or its rights under this Paragraph and the Intervening Law language in the Agreement. Rather, each Party explicitly reserves its rights to pursue any remedy available to it before any regulatory or legislative body or court of competent jurisdiction and to advocate its position, including but not limited to in any review or appeals of any Commission order which established the final rates being incorporated into this Agreement. The Parties further acknowledge and agree that in the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.